

Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Nicholas and Rosemarie Lanera (Claimants) v. Citigroup Global Markets, Inc. f/k/a Salomon Smith Barney, Inc. and Terrance W. Prosser (Respondents)

Case Number: 03-07789

Hearing Site: New York, New York

Nature of the Dispute: Customers v. Member and Associated Person.

REPRESENTATION OF PARTIES

Nicholas and Rosemarie Lanera hereinafter collectively referred to as ("Claimants"): Neil, R. Lubarsky, Esq., Neil R. Lubarsky, Attorney at Law, White Plains, NY.

Citigroup Global Markets, Inc. f/k/a Salomon Smith Barney, Inc. ("Citigroup") and Terrance W. Prosser ("Prosser") hereinafter collectively referred to as ("Respondents"): David G. Smitham, Esq., previously represented by Matthew C. Plant, Esq., Bressler, Amery & Ross, P.C., New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: October 27, 2003.

Claimant Nicholas Lanera signed the Uniform Submission Agreement: September 24, 2003.

Claimant Rosemarie Lanera signed the Uniform Submission Agreement: September 24, 2003.

Joint Statement of Answer filed by Respondents on or about: January 23, 2004.

Respondent Citigroup signed the Uniform Submission Agreement: February 9, 2004.

Respondent Prosser signed the Uniform Submission Agreement: February 9, 2004.

CASE SUMMARY

Claimants asserted the following causes of action: breach of fiduciary duty, suitability, improper use of margin, failure to supervise and unjust enrichment. The causes of actions relate to unspecified securities.

Unless specifically admitted in their Answer, Respondents denied the allegations of wrongdoing set forth in the Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

Claimants requested compensatory damages in the amount of \$220,718.00; statutory interest in the amount of \$13,246.00 calculated at 9% multiplied by 8 months from 12/02 through 08 /31/03

for a total of \$233,961.00; costs; attorneys' fees; and witness and production fees.

Respondents requested dismissal of the Statement of Claim in its entirety; an award recommending the expungement of NASD Case No. 03-07789 from the Central Registration Depository ("CRD") records of Terrance Prosser; and costs and other further relief as the Panel deems just and proper.

OTHER ISSUES CONSIDERED AND DECIDED

On or about October 20, 2005, the parties reached a settlement of all their claims and requested a Stipulated Award.

The parties agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered.

AWARD

The parties entered into an agreement to present to the Panel a Stipulated Award. Now, in lieu of a hearing and upon motion of both parties for an entry of an award, the written stipulation thereto, the Panel grants the motion and enters this award granting the following relief:

1. Claimants' claims are hereby dismissed with prejudice.
2. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent Terrance Prosser's registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondent Terrance Prosser must obtain confirmation from a court of competent jurisdiction before CRD will execute the expungement directive.
3. Each party shall bear its own costs and expenses associated with the above referenced arbitration. Respondents shall bear the costs of confirming this award in a court of competent jurisdiction.
4. Any and all relief not specifically addressed herein is denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee = \$ 300.00

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated person at the time of the events giving rise to the dispute. In this matter, Respondent Citigroup Global Markets, Inc. is a member party.

Member Surcharge	= \$ 1,700.00
Pre-Hearing Process Fee	= \$ 750.00
Hearing Process Fee	= \$ 2,750.00

Forum Fees and Assessments

The Panel assesses forum fees for each hearing session conducted. A hearing session is any meeting between the parties and the arbitrators, including a pre-hearing conference with the arbitrators, that lasts four (4) hours or less. Forum fees associated with these proceedings are:

One (1) Pre-hearing conference session with the Panel @ \$1,125.00/session	= \$ 1,125.00
Pre-hearing conference: January 27, 2005	1 session

Total Forum Fees	= \$ 1,125.00
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1. In accordance with Rule 10306 of the NASD Code of Arbitration Procedure Claimants jointly and severally have been assessed \$375.00 of the forum fees.
2. In accordance with Rule 10306 of the NASD Code of Arbitration Procedure Respondent Citigroup has been assessed \$375.00 of the forum fees.
3. In accordance with Rule 10306 of the NASD Code of Arbitration Procedure Respondent Prosser has been assessed \$375.00 of the forum fees.

Fee Summary

1. Claimants are jointly and severally liable for:

Initial Filing Fee	= \$ 300.00
Forum Fees	= \$ 375.00
Total Fees	= \$ 675.00
Less payments	= \$ 1,425.00
Refund Due Claimant	= \$ 750.00

2. Respondent Citigroup is solely liable for:

Member Fees	= \$ 5,200.00
Forum Fees	= \$ 375.00
Total Fees	= \$ 5,575.00
Less payments	= \$ 7,200.00
Refund Due Respondent Citigroup	= \$ 1,625.00

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3. Respondent Prosser is solely liable for:

<u>Forum Fees</u>	= \$	<u>375.00</u>
<u>Total Fees</u>	= \$	<u>375.00</u>
<u>Less payments</u>	= \$	<u>0.00</u>
<u>Balance Due NASD Dispute Resolution</u>	= \$	<u>375.00</u>

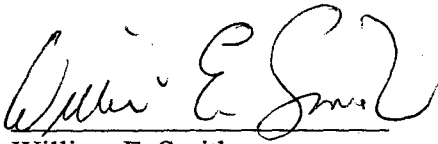
All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

ARBITRATION PANEL

William E. Smith	-	Public Arbitrator, Presiding Chair
Biagio A. Civale	-	Public Arbitrator
Matthew Loguercio	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument, which is my award.



William E. Smith
Public Arbitrator, Presiding Chair

02-17-06
Signature Date

Biagio A. Civale
Public Arbitrator

Signature Date

Matthew Loguercio
Non-Public Arbitrator

Signature Date

March 2, 2006
Date of Service (For NASD office use only)

ARBITRATION PANEL

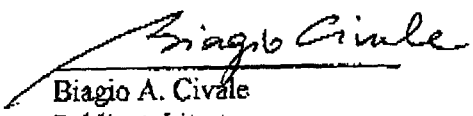
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Concurring Arbitrators' Signatures

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William E. Smith
Public Arbitrator, Presiding Chair

Signature Date



Biagio A. Civile
Public Arbitrator

02/24/2006

Signature Date

Matthew Loguercio
Non-Public Arbitrator

Signature Date

March 2, 2006

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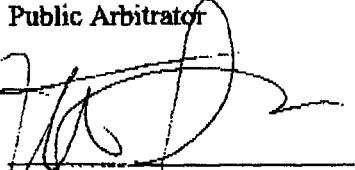
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William E. Smith
Public Arbitrator, Presiding Chair

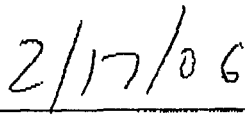
Signature Date

Biagio A. Civale
Public Arbitrator

Signature Date



Matthew Loguercio
Non-Public Arbitrator



Signature Date

March 2, 2006
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